

STATE OF CALIFORNIA  
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**5-06-70-13**

REGISTRATION NUMBER

AGENCY BILLING CODE

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services (DGS)

CONTRACTOR'S NAME

Leica Geosystems Geospatial Imaging, LLC

2. The term of this Agreement is: September 1, 2006 or upon DGS approval through August 31, 2009 with two one year optional extensions
3. The maximum amount of this Agreement is: \$ 0.00
4. The parties agree to comply with the terms and conditions of the following, which are by this reference made a part of the Agreement.

**Exhibit A** - Statement of Work (6 pages).

**Exhibit B** - Budget Detail and Payment Provisions (3 pages).

**Exhibit C** - IT General Provisions-GSPD-401IT -

[http://www.documents.dgs.ca.gov/pd/modellang/ITGP%20June%202006%20\(Final\)1.pdf](http://www.documents.dgs.ca.gov/pd/modellang/ITGP%20June%202006%20(Final)1.pdf), (dated 6/21/06)

**Exhibit D** - [Information Technology Purchase Special Provisions](#), (dated 1/21/03)

**Exhibit E** - [Information Technology Maintenance Special Provisions](#), (dated 1/21/03)

**Exhibit F** - [Information Technology Software License Special Provisions](#), (dated 1/21/03)

**Exhibit G** - [Information Technology Personal Services Special Provisions](#), (dated 1/21/03)

RFP MSA 54157 and the Contractor's response are incorporated and made a part of this agreement by reference.

**IN WITNESS WHEREOF, the parties have executed this Agreement hereto.**

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Leica Geosystems Geospatial Imaging, LLC		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Procurement		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Rita Hamilton, Deputy Director		
ADDRESS 707 Third Street, 2 <sup>nd</sup> Floor, West Sacramento, CA 95605-2811		

## EXHIBIT A STATEMENT OF WORK

The Contractor agrees to provide the Department of General Services (DGS)/Procurement Division (PD) and users of this Master Service Agreement (MSA) with Geographic Information System (GIS) commercial software and/or customized software with related services for the State of California and participating local governments, as described in RFP #54157. This is an information technology (IT) MSA.

### 1. FUNCTIONAL GROUPS

The State has established five (5) groups of GIS software for Contract purposes:

- |                               |   |
|-------------------------------|---|
| Group 1 - Core                | Group 4 – Terrain Analysis                  |
| Group 2 – Internet GIS        | Group 5 – Image Processing / Remote Sensing |
| Group 3 – Mobile / Remote GIS |   |

The five broad GIS groups represent a range of GIS functions and product offerings. The groups were selected, not to restrict the field, but provide a diverse catalog of products and services for the State and participating local government GIS programs. Any products that meet the core functionality, but have a different licensing type or operating system and its adjunct products, may be added to the contract.

This MSA does not include IT hardware (servers, workstations, plotters, GPS units, etc.).

### 2. SUBGROUP DESCRIPTIONS

a) Commercial Software (including warranty and maintenance) - defined as a commercial-off-the-shelf (COTS) product available via the commercial market as a shrink-wrapped product. A commercial GIS software product must be an item in an existing catalog. The marketing, sale, purchase and customer use must pre-date the bidder's offer in RFP #54157. Manufacturer updates to a commercial GIS software product, either annually or versioned, are considered as the product itself.

b) Related Customized Software Services (including related services of installation, GIS customization, integration, implementation, and training.) – defined as using existing GIS software, tools and objects to extend, combine, implement, utilize, or otherwise customize commercial software capabilities for a user's application, for which the original software is the foundation. All work product created by the Contractor under this award will be classified as "Customized Software," as defined in the General Provisions – IT, Definitions (h) dated 6/21/06. Contractors will also provide documentation, warranty and maintenance on related customized software services.

c) Training - defined as standard or customized training related to the sale of COTS software or standard or customized training, or technology transfer for customized software.

### 3. ELIGIBILITY

The Contractor must be awarded a contract in a specific subgroup as indicated in the table below in order to provide commercial software or services in that subgroup. The following table indicates the vendor's eligibility group to provide software and/or services:

Functional Groups	COTS Software	Customized Software Services
Group #1 - Core GIS	Eligible	Eligible
Group #2 - Internet GIS	Eligible	Ineligible
Group #3 - Remote and Mobile GIS	Ineligible	Ineligible
Group #4 - Terrain Analysis	Ineligible	Eligible
Group #5 - Remote Sensing & Image Processing	Eligible	Eligible

### 4. PERIOD OF PERFORMANCE

The period of performance for this MSA contract shall be for three (3) years with the option for two separate one (1) year extensions. All release orders issued off this MSA must be completed within twelve (12) month period following the expiration of the MSA contract term. The Contractor will provide only the most current version of software that is currently being marketed to meet the functional requirements of each group.

### 5. MANUFACTURER AUTHORIZATION

Contractors must be a manufacturer or manufacturer authorized seller/reseller of the GIS Commercial Software they are offering. Any documentation for commercial products is considered as part of the product itself.

### 6. WARRANTY

a) Warranty for Commercial Software will begin upon acceptance and end one (1) year thereafter. Acceptance for Commercial Software shall occur upon receipt by the ordering agency and as defined in the Software Special Provisions. 5. Acceptance of Software. Warranty for Commercial Software will be governed by Paragraph 18 of the General Provisions- Information Technology dated 03/27/2006.

b) Warranty for Related Customized Software Services will begin upon acceptance by the ordering agency and end ninety (90) days thereafter. Acceptance of Related Customized Software Services shall be defined in the ordering agency's SOW and will be no longer than ninety (90) days from the date of full implementation. The Contractor will warrant the software as fit for use and free of bugs, harmful code, and viruses. All errors, defects, bugs, harmful code, and/or viruses not discovered during testing, as well as any performance tuning issues discovered will be fixed by the Contractor free of charge during the warranty period.

The Contractor will be responsible for upgrades/updates during the 90-day warranty period.

There shall be no charge for warranty under this contract.

## **7. MAINTENANCE FOR COMMERCIAL SOFTWARE**

Maintenance for Commercial Software shall begin the day after the warranty period expires and will include, at a minimum, the following:

- Software updates and/or upgrades as they become available from the manufacturer.
- Telephone, Instant Messaging, and/or web-based help desk and technical support with the following response and resolution time:
  - a) Response time for return call/response by the Contractor shall be within eight (8) normal working hours from the time the call is placed. The response time is defined as the time elapsed between the placement of the call and the return call from the Contractor.
  - b) Resolution time for all problems submitted to the Contractor shall be within five (5) working days. The resolution time is defined as the time elapsed between the placement of the call and the return call with resolution from the Contractor.

## **8. MAINTENANCE FOR CUSTOMIZED SOFTWARE**

Maintenance for Customized Software, if requested by the ordering agency, shall begin the day after the warranty period expires and will include, at a minimum, the following:

- Software updates and/or upgrades as they become available
- Telephone, Instant Messaging, and/or web-based help desk and technical support with the following response and resolution time:
  - a) Response time for return call/response by the Contractor shall be within eight (8) normal working hours from the time the call is placed. Response time is defined as the time elapsed between the placement of the call and the return call or contact from the Contractor.
  - b) Resolution time for all problems submitted to the Contractor shall be within ten (10) working days except for problems clearly identified by the State as being mission critical.
  - c) Mission critical is defined as an application that is so important to an agency that its loss or unavailability is unacceptable. Resolution time for these problems is within three (3) working days. Resolution time is defined as the time elapsed between the placement of the call and the return call with resolution from the Contractor.

The Contractor shall determine the actual maintenance cost based on the level of effort for any given project not to exceed 20% of the cost of the product or service delivered or project performed unless negotiated by the ordering Agency.

Failure by the Contractor to meet the established response and resolution times may constitute a material breach of this contract and the State may pursue a termination of this contract for default as described in the General Provisions- Information Technology dated 10/03/2005.

## **9. PRICE INCREASES AND PRODUCT REPLACEMENTS OR SUBSTITUTIONS**

### **a) Product Price Adjustments and New Products**

Prices for products included in this RFP on the Price List may be updated on an annual basis. The Contractor may request that a newly published (replacement) MSRP list be incorporated into their contract by submitting the new Manufacturer's Suggested Retail Price (MSRP) list to the State up to 30 days prior to the anniversary month that the MSA was issued.

New products included on the MSRP list may be included on the contract if they comply with the basic functional requirements of a group awarded to the Contractor based on the requirements of this RFP.

The State will apply the government discount to the MSRP to determine the net product cost. The State will issue an amendment to the contract to reflect the new products and/or net product costs on the Price List no sooner than 30 days after the receipt of such a petition.

b) Product Replacements

With written approval from the DGS, Procurement Division, the Contractor may offer replacement products if: 1) The replacement product functionally meets or exceeds original product, and 2) The replacement product is offered at the same or lower cost than the original product.

Submit a written request for replacement with technical product specification sheets for the original and replacement product with details of the differences, or the manufacturers "published" product replacement announcement.

To enable the State to substantiate compliance, the Contractor must provide the name and address of a customer installation contact name and telephone number. If the State approves the replacement, an amendment will be issued to the contract to reflect the new product on the Price List no sooner than 30 days after the receipt of such a petition.

c) Product Substitutions

If the State approves the replacement, an amendment will be issued to the contract to reflect the new product on the Price List no sooner than 30 days after the receipt of such a petition.

Substitution of deliverables may not be tendered without advance written consent of the ordering agency. The Contractor shall not use any specification in lieu of those contained in the MSA without written consent of the ordering agency.

## **10. GIS RELATED CUSTOMIZED SOFTWARE SERVICES SUBGROUPS**

Requirements: For purposes of this contract, supporting documentation shall be sufficient to support both users and system administration. The Contractor must provide, at a minimum, one hard copy and one electronic copy of all supporting documentation. All work product created by the Contractor under this contract will be classified as "Customized Software" as defined in the General Provisions – IT (Definitions, h.) dated 6/21/06.

Developers License: Prior to commencement of work, the Contractor and/or subcontractors must have and provide a copy of a developers' license for the manufacturers software that they are customizing, if required by the manufacturer. Failure to comply with this requirement may constitute a material breach of this contract and the State may pursue a termination of this contract for default as described in the General Provisions, IT, Paragraph 23, dated 6/21/06).

## **11. TRAVEL**

If the ordering agency directs the Contractor to travel from the headquarter location to another site(s) that are in excess of 200 miles, the ordering agency may reimburse the Contractor for actual expenses not to exceed the current Department of Personnel Administration travel and per diem rates. Travel requirements must be negotiated in advance and included in the Agency Statement of Work.

## **12. SERVICES**

The Contractor must be awarded a contract in a specific subgroup in order to provide services in that subgroup. Services are limited to:

- Installation: For purposes of this contract, installation shall include all installation and testing of each automation component and all components working together consistent with the goals of the Feasibility Study Report (FSR), the Implementation Plan and the deliverables itemized in the MSA release order. Installation shall include all supporting documentation provided by the software manufacturer and/or any supporting documentation created by the Contractor.
- GIS Customization: For purposes of this contract, GIS Customization shall include all generation of code, either via the Contractor or through third party providers, which is created or employed in providing GIS software, data, and integration and implementation services. This will also include supporting documentation created by the Contractor.
- Integration and Implementation: For purposes of this contract, integration services refers to the integration of various software and/or data into existing information technology infrastructure in order to provide a complete solution utilizing "best of breed" product types to meet specific needs of the ordering agency. This will also include supporting documentation created by the Contractor.
- Training: Training is defined as standard or customized training related to the sale of COTS software or standard or customized training or technology transfer for customized software.

## **13. OWNERSHIP**

Ownership for all Customized Software developed under this contract shall be governed by item 37 of the General Provisions- Information Technology dated 10/03/2005 and all applicable Special Provisions.

## **14. EXISTING TECHNOLOGY INFRASTRUCTURE**

The GIS software shall be integrated and implemented into the ordering agency's existing technology infrastructure. An overview of the ordering agency's existing technology infrastructure shall be made available to the Contractor in the ordering agency's SOW.

## **15. BONDS**

The State reserves the right to require a supply contract bond or faithful performance bond from the vendor in an amount not to exceed the amount of the contract. In the event a surety bond is required by the State, which has not been expressly required by the specification, the State will reimburse the vendor, as an addition to the purchase price, in the amount not exceeding the standard premium on such bond.

## 16. QUARTERLY REPORT COMPLIANCE

The Contractor shall provide the DGS, Procurement Division with the following information during the term of this contract:

a) Quarterly Usage Report, and b) Copies of local government agency orders

**Failure to submit any of the above mentioned documents may cause the Contractor to be in default of the contract.** This is a primary responsibility of the Contractor and will be strictly enforced. Any Contractor who is untimely in ANY of the reporting requirements or has to be contacted more than twice may be removed from the MSA and no new orders can be placed against the contract. **THIS IS THE RESPONSIBILITY OF THE CONTRACTOR.**

The Contractor shall deliver to the State, **no later than the fifteenth (15<sup>th</sup>) working day of the quarter following the period for which an order was placed**, a management report summarizing MSA contract activity for each agency's order within the reporting period. The report is to be sorted by agency name then by date. Each line of the report should represent one order and must contain the following information:

- |                              |  |
|------------------------------|--|
| • <u>Agency Billing Code</u> | • <u>Date of order</u>                   |
| • <u>Agency Name</u>         | • <u>Service description</u>             |
| • <u>Agency Location</u>     | • <u>Service ordered by category</u>     |
| • <u>Agency order number</u> | • <u>Total dollar value of the order</u> |

The State would prefer to receive these reports electronically using Email and Microsoft Excel 97 or above (or compatible). Reports are due April 15<sup>th</sup> for the first quarter, July 15<sup>th</sup> for the second quarter, October 15<sup>th</sup> for the third quarter and January 15<sup>th</sup> for the fourth quarter. Send the reports to [Masters@dgs.ca.gov](mailto:Masters@dgs.ca.gov).

The Contractor shall send copies of each local government agency order executed on the contract along with the quarterly report to:

Department of General Services, Procurement Division  
Master Agreements Unit  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605  
Attention: Rosemary Linares

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of the Agreement. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

(See specific STD 213 or Local Governmental Agency purchase document).

**2. BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement doesn't appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

**4. PRODUCT CATALOG**

Once an award is made in a group, the entire catalog of adjunct products may be submitted for inclusion in the MSA and offered at the same discount as the evaluated product(s.) Adjunct is defined as any application that requires the core product to be operational. Additionally, any product that meets the minimum functionality of a group, but has a different licensing type or operating system, and its adjunct products may also be included in the catalog. Use the following forms to list the product, MSRP Price, MSRP Page #, MSRP Item #, Contractual Government Discount, GIS MSA Price, and yearly Maintenance Price.



<b>CORE GIS OPERATIONS - COMMERCIAL SOFTWARE SUBGROUP – GROUP 1</b>		
1. Product Name(s): IMAGINE Essentials		
2. MSRP Page #(s) and Item #(s): Page #2 – Essentials, Item # 1365		
3. MSRP Price(s):\$ 2,200.00		
4. Government Discount: 25.5 %		
5. Net Product Cost \$ 1,639.00		
6. Yearly Commercial Software Maintenance Price: \$ 330.00		
7. Total Software Cost \$ 1,969.00		
<b>CORE GIS OPERATIONS RELATED CUSTOMIZED SOFTWARE SERVICES SUBGROUP # 1</b>		
Personnel Classification	Hourly Rate	
1. GIS Project Manager	\$126.74	
2. Spatial Database Analyst	\$ 65.41	
3. GIS Application or Web Programmer	\$ 57.18	
4. Senior GIS Specialist/Systems Integrator	\$ 116.76	
5. GIS Analyst/Technician	\$ 38.46	
6. Hourly Maintenance Rate	\$ 60.68	

<b>INTERNET AND WEB PROJECT - COMMERCIAL SOFTWARE SUBGROUP – GROUP 2</b>		
1. Product Name(s): Virtual Delivery		
2. MSRP Page #(s) and Item #(s): Page #2, Virtual Delivery, Item #1990		
3. MSRP Price(s):\$ 8,000.00		
4. Government Discount: 5%		
5. Net Product Cost \$ 7,600.00		
6. Yearly Commercial Software Maintenance Price: \$ 1,600.00		
7. Total Software Cost \$ 9,200.00 (Total of items 6 and 7)		
<b>INTERNET AND WEB PROJECT – RELATED CUSTOMIZED SOFTWARE SERVICES SUBGROUP #2</b>		
Personnel Classification	Hourly Rate	
1. GIS Project Manager	NOT BID	
2. Spatial Database Analyst		
3. GIS Application or Web Programmer		
4. Senior GIS Specialist/Systems Integrator		
5. GIS Analyst/Technician		
6. Hourly Maintenance Rate		

<b>TERRAIN ANALYSIS PROJECT - COMMERCIAL SOFTWARE SUBGROUP – GROUP 4</b>		
1. Product Name(s):	_IMAGINE Advantage _	
2. MSRP Page #(s) and Item #(s):	_Page 2 – advantage, Item #1361, Page 1-3 Vector, Item #1381	
3. MSRP Price(s):	\$4,400.00 IMAGINE Advantage, \$3,300 IMAGINE	
4. Government Discount:	<u>25.5 %</u>	
5. Net Product Cost	<u>\$5,736.50</u>	
6. Yearly Commercial Software Maintenance Price:	\$ <u>1,155.00</u> (\$660.00 IMAGINE Advantage & \$495.00 Vector)	
7. Total Software Cost	\$ <u>6,891.50</u>	

<b>TERRAIN ANALYSIS PROJECT - RELATED CUSTOMIZED SOFTWARE SERVICES SUBGROUP #4</b>		
Personnel Classification	Hourly Rate	
1. GIS Project Manager	\$126.74	
2. Spatial Database Analyst	\$ 65.41	
3. GIS Application or Web Programmer	\$ 57.18	
4. Senior GIS Specialist/Systems Integrator	\$116.76	
5. GIS Analyst/Technician	\$ 38.46	
6. Hourly Maintenance Rate	\$ 60.68	

<b>IMAGE PROCESSING &amp; REMOTE SENSING - COMMERCIAL SOFTWARE SUBGROUP – GROUP 5</b>		
1. Product Name(s):	_Imagine Essentials_	
2. MSRP Page #(s) and Item #(s):	_Page #2 – Essentials, Item #1365	
3. MSRP Price(s):	\$ <u>2,200.00</u>	
4. Government Discount:	<u>25.5%</u>	
5. Net Product Cost	\$ <u>1,639.00</u>	
6. Yearly Commercial Software Maintenance Price:	\$ <u>330.00</u>	
7. Total Software Cost	\$ <u>1,969.00</u>	

<b>IMAGE PROCESSING &amp; REMOTE SENSING RELATED CUSTOMIZED SOFTWARE SERVICES SUBGROUP #5</b>		
Personnel Classification	Hourly Rate	
1. GIS Project Manager	\$126.74	
2. Spatial Database Analyst	\$ 65.41	
3. GIS Application or Web Programmer	\$ 57.18	
4. Senior GIS Specialist/Systems Integrator	\$ 116.76	
5. GIS Analyst/Technician	\$ 38.46	
6. Hourly Maintenance Rate	\$ 60.68	

#### **Additional Products / Maintenance**

No additional products were included.